

REMARKS

Claim Summary

Claims 6, 7, 9-24, 47-54, 67-69, and 73-76 are pending in this patent application. Claims 73 and 74 stand withdrawn per the Examiner. Claims 1-5, 8, 25-46, 55-66, and 70-72 were previously canceled. Claims 6, 19, 47, and 51 and withdrawn claims 73 and 74 are amended. Claims 75 and 76 are newly added. No new matter is believed to be added by way of the amendments.

The Office Action stated that claims 73 and 74 were directed to an invention that is independent of distinct from the invention originally claimed because the claims are drawn to a subcombination of the combination originally presented. The Office Action stated that claims 73 and 74 were therefore withdrawn from prosecution under the auspices of original presentation.

The Office Action stated that claims 6, 7, 9-13, 15-19, 22-24, 47-54, and 67-69 were rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent Application Publication No. 2003/0027639 to Peterson et al. (hereinafter “Peterson”) in view of U.S. Patent Application Publication No. 2003/0003988 to Walker et al. (hereinafter “Walker”) and further in view of U.S. Patent No. 5,771,353 to Eggleston et al. (hereinafter “Eggleston”).

The Office Action stated that claim 14 was rejected under 35 U.S.C. §103(a) as being unpatentable over Peterson in view of Walker and Eggleston and further in view of U.S. Patent No. 6,345,297 to Grimm et al. (hereinafter “Grimm”).

The Office Action stated that claims 20 and 21 were rejected under 35 U.S.C. §103(a) as being unpatentable over Peterson in view of Walker and Eggleston and further in view of U.S. Patent No. 6,638,170 to Crumby (hereinafter “Crumby”).

Applicants respectfully traverse these rejections for at least the reasons discussed below.

Examiner Interview

Applicants thank the Examiner and his supervisor for courteously agreeing to the After-Final Interview held on May 9, 2011. Applicants’ Representative Christian Scholz, Examiner Jason Pinheiro, and Supervisory Patent Examiner Melba Bumgarner participated. Claim 1 and Eggleston were discussed. Mr. Scholz noted that Eggleston’s termination of communications was directed at cleaning up software objects for a communications connection which had already, in effect, terminated. Mr. Scholz also noted that both ends of Eggleston’s

communications connection monitored whether or not data was received from the other end of the connection and were thus equipped to “clean up” the communications connection objects in their memories when no data was received over a sufficiently long wait period, a scenario which Eggleston equates with a loss of the communications connection. Thus, Eggleston’s “termination” of the communication connection is performed after the communication connection is already lost. Examiner Pinheiro indicated that, from his recollection of the reference, he was in agreement with this reading of Eggleston, although this agreement was subject to his review of Eggleston. Agreement was reached that Applicants would submit a response with amendments in line with those contained herein.

Applicants thank the Examiners for the constructive discussion.

Claims Withdrawn By Examiner Due to Restriction by Original Presentation

The Office Action stated that claims 73 and 74 were directed to an invention that is independent of distinct from the invention originally claimed because the claims are drawn to a subcombination of the combination originally presented. Applicants traversed this restriction in the previous amendment. In response, the Office Action noted that claims 73 and 74 recited that the server “enter a wait state after establishing a communications connection with a casino gaming machine via a communications interface,” which was “not required” of claim 6. While Applicants still traverse the propriety of this restriction by original presentation, in recognition of the finality of the requirement imposed by the Office Action and to move prosecution forward, Applicants have withdrawn claims 73 and 74.

However, in addition to withdrawing claims 73 and 74, Applicants have also made amendments to claims 73 and 74 which Applicants believe may place claims 73 and 74 in condition to be rejoined. Applicants thus respectfully request that the Examiner review claims 73 and 74 to determine if these claims, as amended, address the basis for the restriction requirement. If, after such reconsideration, it is determined that no basis for the restriction requirement currently exists due to the amendments made, Applicants respectfully request withdrawal of the restriction requirement of claims 73 and 74.

35 U.S.C. §103(a) Rejection of Claims 6 and 47

The Office Action stated that claims 6 and 47 were rejected under 35 U.S.C. §103(a) over Peterson in view of Walker and further in view of Eggleston. Applicants respectfully traverse these rejections for at least the reasons discussed below.

Amended claim 6, for example, recites:

A casino gaming system comprising:
a casino gaming network;
a plurality of casino gaming servers, each casino gaming server configured to provide one or more downloadable casino games to casino gaming machines via said casino gaming network; and
a casino gaming machine comprising a display unit, a value input device, and a controller, wherein said controller is configured to:
 establish a communications connection with each casino gaming server in said plurality of casino gaming servers,
 receive data representing server information regarding each casino gaming server of said plurality of casino gaming servers, said data representing server information regarding one or more of said downloadable casino games which each casino gaming server is configured to provide,
 select a selected casino gaming server from said plurality of casino gaming servers;
 transmit a signal to said selected casino gaming server requesting that one or more of said downloadable casino games be provided by said selected casino gaming server to said casino gaming machine over said casino gaming network,
 download said one or more of said downloadable casino games from said selected casino gaming server via said casino gaming network,
 initiate execution of one or more of said one or more downloadable casino games after said one or more downloadable casino games are downloaded,
 generate a game display of said one or more of said one or more downloadable casino games on said display, and
 determine a value payout associated with an outcome of said one or more of said one or more downloadable casino games after receiving said one or more of said one or more downloadable casino games from said selected casino gaming server,
wherein each casino gaming server of said plurality of casino gaming servers is configured to initiate termination of said communications connection with said casino gaming machine while said communications connection with said casino gaming machine still exists if said signal requesting that one or more of said downloadable casino games be provided is not received by said each casino gaming server within a predetermined wait period.

With respect to claim 6 as previously presented, the Office Action admits that Peterson “does not disclose that each casino gaming server of said plurality of casino gaming servers is configured to terminate said communications connection with said casino gaming machine if said signal

requesting that one or more of said downloadable casino games be provided is not received by said each casino gaming server within a predetermined wait period,” but cites Eggleston as teaching such a feature in col. 6, lines 57-64. Walker is not cited as teaching such a feature.

Applicants respectfully submit that claim 6, as amended, recites “wherein each casino gaming server of said plurality of casino gaming servers is configured to initiate termination of said communications connection with said casino gaming machine while said communications connection with said casino gaming machine still exists if said signal requesting that one or more of said downloadable casino games be provided is not received by said each casino gaming server within a predetermined wait period,” and that Peterson, Eggleston, and Walker fail to teach all of these elements.

Neither Peterson nor Walker is cited by the Office Action as teaching such communications termination features.

Eggleston describes a client and VSM (virtual session manager) wherein the client and the VSM are configured to establish a sessionless communications connection between them. One issue which the VSM and client may encounter is when an established communications connection is interrupted by some external factor. If an Eggleston connection is broken, *no data* will be received by either the client or the VSM—this is because the connection itself is gone, making it physically impossible to transmit data, although both the VSM and the client may continue to behave as if the connection still exists. To address such an issue, Eggleston proposes equipping both the client and the VSM with timers. A failure to receive data at either the VSM or the client within a predetermined period of time indicates to the client or VSM that the connection is broken and the client or VSM then destroys the communication session object, i.e., the software object which represents the broken connection. At the time that the VSM or client does this, however, the communications connection would already have been broken, i.e., terminated.

Claim 6, as amended, recites casino gaming servers which are “configured to initiate termination of said communications connection with said casino gaming machine while said communications connection with said casino gaming machine still exists if said signal requesting that one or more of said downloadable casino games be provided is not received by said each casino gaming server within a predetermined wait period.” Applicants respectfully submit that

this distinguishes embodiments falling within the scope of claim 6 from the teachings of Eggleston. As noted above, by the time Eggleston's predetermined period of time has elapsed, the Eggleston connection has already been lost, i.e., terminated. All that remains is for Eggleston's VSM and client to clean up the now-useless software objects which were used to establish the already-terminated connection. By contrast, claim 6 recites that termination is initiated while the connection still exists.

Because Peterson, Eggleston, and Walker, taken in combination or individually, fail to teach all of the elements recited in claim 6, Applicants respectfully request the withdrawal of the 35 U.S.C. §103(a) rejection of claim 6. Claim 47 recites features similar to those discussed above with respect to claim 6, and Applicants therefore respectfully request withdrawal of the 35 U.S.C. §103(a) rejection of claim 47 for reasons similar to those discussed above with respect to claim 6.

New Claims 75 and 76

While new claims 75 and 76 have not yet been examined, Applicants respectfully submit that claims 75 and 76 recite additional features which further distinguish embodiments falling within their scope from the cited references.

For example, claim 75 recites "wherein the casino gaming server is further configured to send an acknowledgement to the casino gaming machine indicating that the communications connection is to be terminated prior to initiating termination of the communications connection."

As stated above, neither Peterson nor Walker is cited as teaching communications termination features. Eggleston, which does discuss destroying communications session objects after a predetermined period of time elapses without receiving any data over a communications connection, does not disclose that an acknowledgement is sent to the casino gaming machine indicating that the connection is to be terminated prior to initiating the termination of the communications connection.

Dependent Claims

The dependent claims include all of the elements of their respective independent claims, and Applicants therefore respectfully request the withdrawal of the 35 U.S.C. § 103(a) rejections of the dependent claims for at least the reasons presented above with respect to the independent claims.

Examiner's Response to Applicants' Traversal of the Motivation to Combine

The previous Office Action stated that the motivation for combining Eggleston with Peterson and Walker was that “it would have been obvious to one skilled in the art at the time the invention was made to integrate the well known method of programming a controller to determine a value payout, as taught in Walker and the timeout feature of Eggleston, into the gaming device of Peterson in order to yield the predictable result of enticing players to play a game by offering payouts based on an outcome of the gaming device and creating a more secure device, by doing so players would want to play the game more often, thereby also increasing revenues for the game owners.”

Applicants previously traversed the above-stated rationale for combination. For example, Applicants noted that “there is no explanation about how such a feature[,i.e., the Eggleston timeout/termination feature,] creates ‘a more secure device.’ Instead, it would seem that such a feature would result in an increase in the number of communications connections which are established as casino gaming machines which have lost their communications connections to the casino gaming server due to the wait period being exceeded attempt to re-establish their communications connections. An increase in the number of initial communications connections negotiations between casino gaming machines and casino gaming servers would seem to result in increased exposure of the security measures used to prevent unauthorized connections, and thus potentially decrease security.”

In response to Applicants' specific arguments in this regard, the present Office Action states “In this case, it would have been obvious to one skilled in the art at the time the invention was made to integrate the well known the timeout feature of Eggleston into the invention of Peterson in order to yield the predictable result of creating a more secure gaming network, thereby protecting the information transmitted across the network...” This, however, simply repeats the conclusion which Applicants challenged without providing any actual arguments or

evidence in support of that conclusion, i.e., the response does *not* address the substance of Applicants' arguments. M.P.E.P. §707.07(f) states: "Where the applicant traverses any rejection, the examiner should, if he or she repeats the rejection, take note of the applicant's argument and answer the substance of it."

Applicants respectfully maintain the traversal of the motivation to combine as presented in the previous amendment and the present amendment. Applicants respectfully request that, if the combination is maintained, some articulated reasoning be presented as to why the combination would be obvious and that this reasoning address the specific issues which Applicants raised above.

Conclusion

Applicants believe that all pending claims are allowable and respectfully request a Notice of Allowance for this application from the Examiner. Should the Examiner believe that a telephone conference would expedite the prosecution of this application, the undersigned can be reached at the telephone number set out below.

The Commissioner is hereby authorized to charge any additional fees, including any extension fees, which may be required or credit any overpayment directly to the account of the undersigned, No. 504480 (Order No. IGT1P213/P000657-001).

Respectfully submitted,
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